



Hawaii Public Housing Authority
State of Hawaii

RFP CPO-2011-27

Request for Proposals to Furnish Professional Energy
Performance Contracting Consultant Services for the
Hawaii Public Housing Authority

Note: If this Request for Proposals (RFP) was downloaded from the Hawaii Public Housing Authority's website, each interested Offeror must provide the necessary contact information to the listed RFP Coordinator to be notified of any changes. For your convenience, you may download the RFP Sign-In, complete and email, fax or mail to the RFP Coordinator. The HPHA shall not be responsible for any missing addenda, clarifications, attachments or other information regarding this RFP if a proposal is submitted from an incomplete RFP.

Issued August 17, 2011



Notice to Offerors
(Chapter 103D, Hawaii Revised Statutes)

REQUEST FOR PROPOSALS (RFP) No. RFP CPO-2011-27

Notice is hereby given that pursuant to Chapter 103D, Hawaii Revised Statutes (“HRS”), the Hawaii Public Housing Authority (“HPHA”), will be accepting sealed proposals from qualified consultants to provide professional consulting services on the Hawaii Public Housing Authority’s Energy Performance Contract.

The Request for Proposals may be picked up at the HPHA’s Contract and Procurement Office on Oahu located at 1002 North School Street, Building D, Honolulu, Hawaii 96817 beginning on Wednesday, August 17, 2011.

The HPHA’s Contract and Procurement Office will conduct a Pre-Proposal Conference from 9:00 a.m. to 10:00 a.m. Hawaii Standard Time (HST) at the HPHA Building E Conference Room, 1002 North School Street, Honolulu, HI 96817 on Tuesday, August 30, 2011. The HPHA strongly recommends that all interested Offerors attend. For those interested in attending via conference call, please contact the RFP Coordinator listed below no later than 4:30 p.m. HST, Monday, August 29, 2011 of your intended participation and instructions.

Sealed proposals will be received at the HPHA’s Central Files Office at 1002 N. School Street, Bldg D, Honolulu, Hawaii 96817 until 4:00 p.m. HST on Tuesday, September 20, 2011. Electronic mail and facsimile transmissions **shall not** be accepted. The official time shall be that which is recorded on the time stamp clock of the HPHA for hand-delivered proposals. Deliveries by private mail services, such as Federal Express, shall be considered hand deliveries. All mail-in proposals delivered/postmarked by the United States Postal Service **must be received** no later than 4:00 p.m. HST on Tuesday, September 20, 2011.

The HPHA reserves the right to reject any or all proposals and to accept the proposals in whole or part in the best interest of the State. Questions relating to this solicitation shall be directed to Mr. Rick Sogawa, RFP Coordinator at (808) 832-6038.

HAWAII PUBLIC HOUSING AUTHORITY

Denise M. Wise
Executive Director



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Section 1

Administrative Overview

Section 1

Administrative Overview

I. Authority

The Hawaii State Legislature established the Hawaii Public Housing Authority (hereinafter “HPHA”) under Chapter 356D, Hawaii Revised Statutes. The HPHA consolidates all low income housing and homeless functions and is administratively attached to the Department of Human Services. The HPHA is a public body and a body corporate and politic. The HPHA’s role is to address the housing needs of families in Hawaii.

The HPHA is requesting proposals from qualified firms and/or individuals to furnish consulting services for the Hawaii Public Housing Authority’s Energy Performance Contract.

A determination has been made that the HPHA is unable to secure services through a low bid process. Factors include in the determination were 1) price is not the primary consideration in determining an award; 2) the specifications for the services cannot be sufficiently described through a low bid process; 3) oral or written discussions need to be conducted with interested Offerors concerning their proposals; 4) interested Offerors may need to revise their proposals, including price; and 5) the award needs to be based on a comparative evaluation in order to determine the most advantageous offering to the State. To that end, a low bid process is not practicable to the HPHA to secure a qualified firm and/or individual to furnish professional consultant services for the HPHA’s energy performance contract.

This Request For Proposals (hereinafter “RFP”) is issued under the provisions of Chapter 103D, Hawaii Revised Statutes, the related administrative rules, and the United States Department of Housing and Urban Development’s (hereinafter “HUD”) regulations. Interested Offerors are charged with presumptive knowledge of all requirements of the cited authorities. Submission of a valid executed proposal by any interested Offeror shall constitute admission of such knowledge on the part of such interested Offeror.

II. RFP Organization

This RFP is organized into five (5) sections:

- Section 1 Administrative Overview – Provides interested Offerors with an overview of the procurement and contracting process.
- Section 2 Scope of Work and Specifications – Provides interested Offerors with a general description of the tasks to be performed, delineates interested Offeror’s responsibilities, and defines deliverables (as applicable).
- Section 3 Proposal Form and Instructions – Describes the required format and content for the proposal.
- Section 4 Proposal Evaluation & Award– Describes how the proposals will be evaluated.

III. Contracting Office

The Contracting Office is responsible for overseeing the procurement and the Contract resulting from this RFP. The Contracting Office is:

Hawaii Public Housing Authority
Contract and Procurement Office
1002 North School Street, Bldg. D
Honolulu, Hawaii 96817

Telephone: (808) 832-6038

For the purpose of this solicitation, the RFP Coordinator or his/her designated representative is listed below:

Rick Sogawa
Hawaii Public Housing Authority
Contract and Procurement Office
1002 North School Street, Bldg. D
Honolulu, Hawaii 96817

Telephone: (808) 832-6038

Fax: (808) 832-6039

Email: rick.t.sogawa@hawaii.gov

The HPHA reserves the right to change the RFP Coordinator without prior written notice.

The Administrative Office responsible for administering and monitoring the Contract is the Construction Management Branch. For the purpose of this solicitation, the Contract Administrator or his/her designated representative is responsible for monitoring the activities performed under the Contract and is listed as follows:

Becky Choi
Hawaii Public Housing Authority
Construction Management Branch
1002 North School Street, Bldg. C
Honolulu, Hawaii 96817

Telephone: (808) 832-6020

Any changes to the Contract Administrator or his/her designated representative shall be provided in writing to the Successful Offeror. The HPHA reserves the right to make changes to the Contract Administrator. Once a Contract has been executed, all communications regarding approvals, reports, and requests will be directed to the Contract Administrator.

IV. Procurement Timeline

<u>Activity</u>	<u>Scheduled Dates</u>
Public notice announcing RFP	August 17, 2011
Distribution of proposal specs/proposal form	August 17, 2011
Pre-Proposal Conference	August 30, 2011
State response to written inquiries	September 9, 2011
Proposal submittal deadline	September 20, 2011
Proposal review	September – October 2011
Notice of award	October 2011
Contract execution	October 2011
Start of services	November 1, 2011

The HPHA reserves the right to amend or revise the timetable without prior written notice when it is in the best interests of the State.

V. Pre-Proposal Conference

The HPHA's Contract and Procurement Office will conduct a Pre-Proposal Conference from 9:00 a.m. to 10:00 a.m. Hawaii Standard Time (HST) on Tuesday, August 30, 2011, 1002 North School Street, Building E Conference Room, Honolulu, Hawaii 96817. The HPHA strongly recommends that all interested Offerors attend. For those interested in attending via conference call, please contact the RFP Coordinator identified in Section 1 of this RFP no later than Monday, 4:30 p.m. HST, August 29, 2011 of your intended participation and instructions.

Impromptu questions will be permitted at the Pre-Proposal Conference and informal answers provided at the HPHA's discretion. Verbal answers provided at the Pre-Proposal Conference are only intended as general direction. Formal official responses to substantive questions will be provided in writing to each interested Offeror. No additional compensation will be allowed by reason of any misunderstanding or error regarding project layout or work to be performed.

VI. Submission of Questions

Interested Offerors may submit questions to the RFP Coordinator identified in Section 1 of this RFP. The deadline for submission of written questions is 4:00 p.m. HST, Tuesday, September 6, 2011. All written questions will receive a written response from the HPHA. The HPHA does not guarantee receipt of questions submitted via electronic mail. The HPHA's responses to interested Offeror's written questions will be sent by Friday, September 9, 2011 or as soon as practicable.

VII. Submission of Sealed Proposals

- A. **Forms/Formats** –Proposal forms and formats are included in the attachment section of this RFP.

- B. **Proposal Submittal** – Proposals must be postmarked by the United States Postal Service (USPS) or hand delivered by the date and time designated in this RFP. Any proposals post-marked or received after the designated date and time shall be rejected. **Electronic submissions such as electronic mail and facsimile transmissions shall not be accepted.**

The register of proposals and proposals shall be open to public inspection after the award of the Contract.

- C. **Pre-opening Modification or Withdrawal** – Proposals may be modified or withdrawn prior to the deadline for submittal of proposals by submitting a written letter to modify or withdraw the proposal. A facsimile or electronic notice accompanying the actual modification submitted either by facsimile machine, electronic mail shall be accepted subject to the interested Offeror submitting the actual written notice and modification within two (2) working days of receipt of the facsimile or the electronic transmittal.

The written request must be submitted to the HPHA, Contract and Procurement Office, 1002 North School Street, Bldg D, Honolulu, Hawaii 96817 and time stamped by the HPHA. All requests for modifications shall be accompanied by the actual modifications to the proposals and signed by an authorized representative. Modifications and/or withdrawals shall be clearly marked and must be received by the HPHA no later than 4:00 p.m. HST on September 20, 2011.

- D. **Wages and Labor Law Compliance** – Prior to entering into a Contract in excess of \$25,000, an interested Offeror shall certify that it complies with section 103-55, HRS, Wages, hours, and working conditions of employees of contractors performing services. Section 103-55, HRS provides that the services to be performed shall be performed by employees paid at wages not less than wages paid to public officers and employees for similar work. Interested Offerors are further advised that in the event of an increase in wages for public employees performing similar work during the period of the Contract, the Contractor shall be obligated to provide wages not less than those increased wages.

Interested Offerors shall complete and submit the attached Wage Certification certifying that the services required will be performed pursuant to section 103-55, HRS. See Attachment 1.

The Contractor shall be further obligated to notify its employees performing work under this Contract of the provisions of section 103-55, HRS, and of the current wage rates for public employees performing similar work. The Contractor may meet this obligation by posting a notice to this effect in the Contractor's place of business in an area accessible to all employees.

Interested Offerors are strongly encouraged to account for salary increases as posted by the State Department of Labor and Industrial Relations. It is the sole responsibility of the Contractor to comply with section 103-55, HRS.

- E. **Confidential Information** – If an interested Offeror believes that any portion of a proposal contains information that should be withheld as confidential, the interested Offeror shall request in writing nondisclosure of designated proprietary data to be confidential and provide justification to support confidentiality. Such data shall accompany the proposal, be clearly marked, and shall be readily separable from the proposal documents to facilitate eventual public inspection of the non-confidential sections of the proposal documents. Note that **price and the provision of the minimum required services is not considered confidential** and will not be withheld.

Interested Offerors that chose to identify portions of their proposal as confidential, shall be responsible to ensure that the minimum services are not included. The HPHA will not make any determination of confidentiality for the interested Offeror.

If a proposal is marked confidential in its entirety, the HPHA will not make a determination of confidentiality and will refer the request for information to the State's Office of Information Practices.

- F. **Exceptions** – Interested Offerors shall list any exceptions taken to the terms, conditions, specifications, or other requirements listed herein. Interested Offerors must reference the RFP section where the exception is taken, a description of the exception taken, and any proposed alternative. The HPHA shall retain the right to grant exceptions to discretionary policies. Requests for exceptions to State, Federal, or local laws shall not be approved.

VIII. Discussion with Offerors Prior to Proposal Submission

Discussions may be conducted with interested Offerors to promote understanding of the HPHA's requirements.

IX. Opening of Proposals

Upon receipt of proposals by the HPHA at the designated location, proposals, modifications to proposals, and withdrawals of proposals shall be date-stamped, and when possible, time-stamped. All documents so received shall be held in a secure place by the state purchasing agency and shall not be examined for evaluation purposes until the submittal deadline. Procurement files shall be open to public inspection after a contract has been awarded and executed by all parties. Sealed proposals shall not be opened at a public proposal opening.

X. Additional Materials and Documentation

Proposal samples or descriptive literature should not be submitted unless specifically requested within the RFP. Any unsolicited documentation, literature, samples, or brochures will not be examined or tested, and will not be deemed to vary any of the provisions of this RFP.

XI. RFP Amendments

The HPHA reserves the right to amend this RFP at any time prior to the closing date for the final revised proposals. Interested Offerors will be notified of the availability of amendments through verbal or written communication. It is the sole responsibility of the Offeror to ensure that the HPHA is provided with accurate contact information so that RFP amendments are transmitted appropriately.

XII. Additional Terms and Conditions

The HPHA reserves the right to add terms and conditions during contract negotiations and discussions. These terms and conditions may be within the scope of the RFP and will not affect the proposal evaluation.

XIII. Cancellation of the Request for Proposals

The RFP may be canceled and any or all proposals may be rejected in whole or in part, when it is determined to be in the best interests of the State.

XIV. Costs for Proposal Preparation

Any costs incurred by interested Offerors in preparing or submitting a proposal are the interested Offeror's sole responsibility. Any costs incurred by the Successful Offeror prior to the execution of a Contract are not eligible for reimbursement.

Costs incurred in connection with the review, inspection and verification of information provided in the RFP shall be the interested Offeror's sole responsibility.

Interested Offerors shall ensure that the HPHA is provided with the written authorization(s) necessary to verify information provided in the interested Offeror's proposal.

XV. Mistakes in Proposals

While interested Offerors are bound by their proposals, circumstances may arise where a correction or withdrawal of proposals is proper. An obvious mistake in a proposal may be corrected or withdrawn, or waived by the interested Offeror to the extent that it is not contrary to the best interest of the HPHA or to the fair treatment of other interested Offerors. Mistakes in proposals shall be handled as provided for in section 3-122, Hawaii Administrative Rules ("HAR").

XVI. Rejection of Proposals

The HPHA reserves the right to consider as acceptable only those proposals submitted in accordance with all requirements set forth in this RFP and which demonstrate an understanding of the service specifications.

Any proposal offering may be rejected without further notice if it is:

1. Determined to be unreasonable in price, including not only the total price of the proposal, but the prices for individual items as well, pursuant to section 3-122-97, Hawaii Administrative Rules; or
2. Determined to offer a set of terms or conditions that are contradictory to the minimum requirements included in this RFP, pursuant to section 3-122-97 HAR; or
3. Late proposals, pursuant to section 3-122-16.08, HAR; or
4. Inadequate response to request for proposals, pursuant to section 3-122-97, HAR; or
5. Proposals deemed not responsive, pursuant to section 3-122-07, HAR; or
6. Respondents deemed not responsible, pursuant to section 3-122-07, HAR.

XVII. Notice of Award

Any Contract arising out of this solicitation is subject to the approval of the Department of the Attorney General as to form, and to all further approvals, including the approval as required by statute, regulation, rule, order or other directive.

The Successful Offeror shall receive a Notice of Award, which will indicate that the Successful Offeror has been selected to provide energy performance consulting services under this RFP.

No work is to be undertaken by the Successful Offeror prior to the Contract commencement date. The HPHA is not liable for any work, contract, costs, expenses, loss of profits, or any damages whatsoever incurred by the Successful Offeror prior to the Contract starting date.

The interested Offeror shall produce documents to the procurement officer to demonstrate compliance with section 3-122-112, HAR.

The Successful Offeror receiving award shall be required to enter into a formal written contract. The general conditions of the contract are attached and minimum service specifications are included herein.

XVIII. Protests

Pursuant to HRS §103D-71, an actual or prospective Offeror who is aggrieved in connection with the solicitation or award of a Contract may submit a protest. An interested Offeror may protest the solicitation or award of services only for a serious violation of procurement policies and operational procedures. Only the following matters may be protested:

- (1) A state purchasing agency's failure to follow procedures established by Chapter 103D, HRS;
- (2) A state purchasing agency's failure to follow any rule established by Chapter 103D, HRS; or
- (3) A state purchasing agency's failure to follow any procedure, requirement, or evaluation criterion in a request for proposals issued by the state purchasing agency.

The Notice of Protest shall be mailed by USPS or hand delivered to the head of the State Contracting Office conducting the protested procurement and the Procurement Officer who is conducting the procurement (as indicated below) within five (5) working days after the aggrieved person knows or should have known of the facts giving rise thereto; provided that a protest based upon the content of the solicitation shall be submitted in writing prior to the date set for receipt of Offerors. Further provided that a protest of an award or proposed award shall be submitted within five (5) days after the posting of award of the contract. Delivery services other than USPS shall be considered hand deliveries and considered submitted on the date of actual receipt by the State Contracting Office. The notice of award letter(s), if any resulting from this solicitation shall be posted on the Procurement Reporting System on the State Procurement Office website at <http://www.hawaii.gov/spo2/source/>.

Head of State Contracting Office		Procurement Officer	
Name:	Denise M. Wise	Name:	Rick T. Sogawa
Title:	Executive Director	Title:	Acting Procurement Officer
Mailing Address:	P.O. Box 17907 Honolulu, Hawaii 96817	Mailing Address:	P.O. Box 17907 Honolulu, Hawaii 96817
Business Address:	1002 N. School St, Bldg C Honolulu, Hawaii 96817	Business Address:	1002 N. School St, D Honolulu, Hawaii 96817

XIX. Availability of Funds

The award of a Contract and any allowed renewal or extension is subject to allotments made by the Director of Finance, State of Hawaii, pursuant to Chapter 37, HRS, and subject to the availability of State and/or Federal funds.

XX. Monitoring and Evaluation

The Successful Offeror's performance under the Contract will be monitored and evaluated by the Contract Administrator or his/her designated representative, the HPHA's auditors, and/or other designated representatives.

Failure to comply with all material terms of the Contract may be cause for suspension or termination as provided in the general conditions. The Successful Offeror may be required to submit additional written reports, including a corrective action plan, in response to monitoring conducted by the HPHA. These additional reports shall not be considered a change to the scope of work and shall continue for a duration of time as deemed necessary by the HPHA.

XXI. General and Special Conditions of Contract

The general conditions that will be imposed contractually are included as an attachment. The State's General Conditions set forth in Attachment 8, may be found on the State Procurement Office's (SPO) website at www.spo.hawaii.gov. The HUD General Conditions set forth in Attachment 9, may also be found on the HUD website at www.hud.gov.

Special conditions may also be imposed contractually by the HPHA, as deemed necessary. The HPHA reserves the right to make small or major modifications to the quantity of items or reporting requirements contingent upon conditions that it is unable to anticipate now.

XXII. Cost Principles

The HPHA shall utilize standard cost principles at section 3-123 HAR which are available on the State Procurement Office website. Nothing in this section shall be construed to create an exemption from any cost principle arising under federal law.

(END OF SECTION)

Section 2

Scope of Work & Specifications

Section 2

Scope of Work & Specifications

I. Introduction

A. Purpose and Background

The Hawaii State Legislature established the Hawaii Public Housing Authority (HPHA) under Chapter 356D, HRS. The HPHA is a public body and a body corporate and politic and is administratively attached to the Department of Human Services. The HPHA's role is to address the housing needs of low income families of Hawaii.

The Hawaii Public Housing Authority (HPHA) is seeking qualifications from interested Energy Performance Contracting Consultants (SUCCESSFUL OFFEROR) that are capable of providing comprehensive assistance to the HPHA in the development and implementation of an energy performance contract(s) that qualify for financial incentives from the U.S. Department of Housing and Urban Development (HUD).

For purposes of this document, an "energy performance contract" shall mean a contract(s) for energy efficiency services and equipment in which the financial obligation is exceeded by the estimated energy savings that result from the installation of equipment and other energy related capital measures.

The HPHA is seeking a consultant to provide technical reviews and assistance on a full range of energy services and energy-related capital improvements, financed through a combination of loans supported by the savings and subsidies from private utilities, local, State and/or federal governments. These services may include, but are not limited to: design, acquisition, installation, modification, maintenance and training in the operation of existing and new equipment, which will reduce energy consumption associated with the heating and ventilation system, the lighting system, the water system, and other energy using devices.

The HPHA intends to implement the above work through the services of an Energy Service Company (ESCO). The HPHA's primary goal is to execute an energy services agreement (ESA) with an ESCo by December 2011. In November 2008, the HPHA entered into contract with Ameresco to conduct an energy audit of its 67 federal public housing sites statewide. The HPHA intends to enter into an ESA with Ameresco to implement energy conservation measures (ECMs), conduct measurement and verification activities, and maintain ECMs and is seeking a qualified consultant to assist HPHA in its review, assessment, and negotiation of the proposed ESA.

B. Funding source and period of availability

Funds are subject to appropriation by the State's Director of Finance and/or U.S. Congress and allocation by the Governor, State Legislature and/or the U.S. Department of Housing and Urban Development (HUD). Funding and period of availability may change upon notice by the HPHA.

It is understood that the Contract shall not be binding, unless the HPHA can document that there is available an unexpended appropriation or balance of an appropriation over and above all outstanding contracts sufficient to cover the amount required by the Contract. Any Contract entered into as a result of this RFP is binding only to the extent that funds are certified as available and that the availability of funds in excess of the amount certified as available shall be contingent upon future appropriations or special fund revenues.

It has been determined that there are sufficient funds to pay for the initial term of the Contract and the funds necessary for the remaining terms of the Contract are likely to be available from HUD. Pursuant to Chapter 103D-315, HAR, the HPHA reserves the right to cancel the Contract when funds are not appropriate or otherwise made available to support continuation of performance in subsequent periods. Nothing in this RFP shall be interpreted to mean that the State shall be liable to pay for services with State funds.

II. General Requirements

A. Qualifying Requirements

1. The Successful Offeror must be experienced in the areas of HUD's energy performance contracting program with at least three (3) projects of similar type in the past seven (7) years.
2. The Successful Offeror shall comply with Chapter 103D, HRS Cost Principles for Purchase of Goods and Services.
3. The Successful Offeror must have no outstanding balances owing to the HPHA. Exceptions may be granted by the Executive Director of the HPHA for debts recently acquired and for debts which have a repayment plan approved by the Executive Director of the HPHA.
4. Interested Offerors are advised that if awarded a Contract, the Successful Offeror must furnish proof of compliance with the requirements of section 3-122-112, HAR:
 - Chapter 237, HRS, tax clearance;
 - Chapter 383, HRS, unemployment insurance;
 - Chapter 386, HRS, workers' compensation;
 - Chapter 392, HRS, temporary disability insurance;

- Chapter 393, HRS, prepaid health care; and
- One of the following:

- i. Be registered and incorporated or organized under the laws of the State of Hawaii (hereinafter referred to as a “Hawaii business”).

Hawaii business. A business entity referred to as a “Hawaii business” is registered and incorporated or organized under the laws of the State of Hawaii. As evidence of compliance, the interested Offeror shall submit a CERTIFICATE OF GOOD STANDING issued by the Department of Commerce and Consumer Affairs Business Registration Division (BREG). A Hawaii business that is a sole proprietorship, however, is not required to register with the BREG, and therefore not required to submit the certificate. A Successful Offeror’s status as sole proprietor or other business entity and its business street address indicated on the Successful Offeror’s form page 1 will be used to confirm that the Successful Offeror is a Hawaii business.

- ii. Be registered to do business in the State of Hawaii (hereinafter referred to as a “compliant non-Hawaii business”).

Compliant non-Hawaii business. A business entity referred to as a “compliant non-Hawaii business,” is not incorporated or organized under the laws of the State of Hawaii but is registered to do business in the State. As evidence of compliance, the interested Offeror shall submit a *CERTIFICATE OF GOOD STANDING*.

The above certificates should be applied for and submitted with the interested Offeror’s proposal to the HPHA. If a valid certificate is not submitted on a timely basis for award of a Contract, a proposal otherwise responsive and responsible may not receive the award.

5. Business Office

The Successful Offeror shall have a permanent office from where it conducts business and where it will be accessible to telephone calls from 8:00 a.m. to 4:30 p.m. HST for concerns or requests that need immediate attention. An answering service shall not be considered acceptable. A permanent office location and phone number shall be stated in the interested Offeror’s proposal.

While some of the proposed services may be conducted remotely in the primary offices of the Successful Offeror, it is highly recommended that the Successful Offeror anticipate the need to conduct project site visits or meetings with HPHA staff in person.

6. Certifications of Eligibility

The Successful Offeror is required to submit the following documents to the HPHA with their proposal to demonstrate compliance with State laws:

1. Tax Clearance, Form A-6;
2. Department of Labor and Industrial Relations, Application for Certificate of Compliance, Form LIR #27; and
3. Certificate of Good Standing issued by the Department of Commerce and Consumer Affairs Business Registration Division (BREG).

Alternately, instead of separately applying for these (paper) certificates at the various state/federal agencies, the Successful Offeror may choose to use the Hawaii Compliance Express (HCE), which allows businesses to register online through a simple wizard interface at:

<http://vendors.ehawaii.gov/hce/splash/welcome.html>

The HCE provides the applicant with a "Certificate of Vendor Compliance" with current compliance status as of the issuance date, accepted for both contracting purposes and final payment. Vendors that elect to use the new HCE services will be required to pay any annual fee of \$12.00 to the Hawaii Information Consortium, LLC (HIC).

7. Insurance Requirements

Prior to the execution of a Contract, the Successful Offeror shall furnish to the Contracting Officer certificate(s) of insurance as evidence of the existence of the following insurance coverage in amounts not less than the amounts specified. This insurance must be maintained during the entire performance period.

The Successful Offeror shall defend, indemnify, and hold harmless the State of Hawaii, the HPHA, its elected and appointed officials, officers, and employees from and against all liability, loss, damage, cost, and expense, including all attorneys' fees, and all claims, suits, and demands therefore, arising out of or resulting from the acts or omissions of the Successful Offeror or the Successful Offeror's officers, employees, agents or subcontractors.

i. Workers' Compensation

If applicable, the Successful Offeror shall carry Workers' Compensation insurance in such form and amount to satisfy the applicable the State Workers' Compensation Law. Workers' Compensation must be issued by an admitted carrier authorized to do business in the State of Hawaii.

ii. Liability Insurance

The Successful Offeror shall maintain the following minimum insurance limits and coverage:

<u>Coverages</u>	<u>Limits</u>
Commercial General Liability	\$2,000,000 single limits per occurrence for bodily injury and personal property damage
Personal Injury Liability	\$1,000,000.00 single limits per occurrence. \$2,000,000.00 for general aggregate
Automobile Insurance	Bodily injury liability limits of \$1,000,000.00 each person and \$1,000,000.00 per accident and property damage liability limits of \$1,000,000.00 per accident OR \$2,000,000.00 combined single limit

A certificate of insurance evidencing such insurance is required prior to commencement of services. The insurance policy required by this Contract shall contain the following clauses:

- (a) "This insurance shall not be canceled, limited in scope of coverage or non-renewed until after 30 days written notice has been given to the State of Hawaii, Hawaii Public Housing Authority (HPHA), 1002 N. School Street, Bldg E, Honolulu, Hawaii 96817."
- (b) "The State of Hawaii, the HPHA, its elected and appointed officials, officers and employees" are added as additional insured with respect to operations performed for the State of Hawaii and the HPHA."
- (c) "It is agreed that any insurance maintained by the State of Hawaii will apply in excess of, and not contribute with, insurance provided by this policy."

The minimum insurance required shall be in full compliance with the Hawaii Insurance Code throughout the entire term of the Contract, including all Supplemental Contracts.

Prior to execution of the Contract, the Successful Offeror agrees to deposit with the HPHA, certificate(s) of insurance necessary to satisfy the HPHA

that the insurance provisions of this Contract have been complied with and to keep such insurance in effect and the certificate(s) therefore on deposit with the HPHA during the entire term of this Contract. Upon request of the HPHA, the Successful Offeror shall be responsible for furnishing a copy of the policy or policies.

Failure of the Successful Offeror to provide and keep in force such insurance shall be regarded as material default under this Contract, entitling the HPHA to exercise any or all of the remedies provided in this Contract for default of the Successful Offeror.

The procuring of such required insurance shall not be construed to limit the Successful Offeror's liability hereunder nor to fulfill the indemnification provisions and requirements of this Contract. Notwithstanding said policy or policies of insurance, the Successful Offeror shall be obligated for the full and total amount of any damage, injury, or loss caused by negligence or neglect connected with this Contract.

iv. Professional Liability (Errors and Omissions)

The Successful Offeror shall obtain and maintain errors and omissions professional liability coverage at its own expense at a minimum of \$1,000,000.00 per occurrence and \$2,000,000.00 annual aggregate.

v. Other Additional Insurance

The Successful Offeror may, at its own expense, place additional insurance coverage for protection risks not insured by the HPHA subject to the HPHA's approval. Request for approval will include a description of the additional insurance coverage, premium and justification.

8. Section 3 of the U.S. Housing Act of 1968

The work performed under this Contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended 12 United States Code 1701u. The purpose of section 3 is to ensure that employment and other opportunities generated by HUD assistance covered by section 3, shall to the greatest extent feasible be directed to low- and very low-income persons, particularly those who are recipients of HUD housing assistance.

The Successful Offeror must certify that it is under no contractual or other impediment that would prevent it from complying with Volume 24 Code of Federal Regulations (CFR) Part 135 regulations. The Successful Offeror must also certify that any vacant position that is filled after the Successful Offeror

is selected but before the Contract is executed was not filled to circumvent the Successful Offeror's obligations under Volume 24 CFR Part 135.

B. Type of Contract

1. The Successful Offeror shall be required to execute a Contract for Goods and Services Based on Competitive Sealed Proposals. See Attachments 5 – 11.

The Contract shall be on a reimbursement basis. All costs incurred must be supported by verifiable evidence that payment was made such as timesheet records, invoices, receipts.

Subsequent to the award and within 14 calendar days after the prescribed forms are presented for signature, the Successful Offeror shall execute and deliver to the HPHA an executed contract in the form and in such number of copies as required by the HPHA.

The Successful Offeror will be required to enter into a formal written contract with the HPHA in accordance with the laws, rules and regulations of the State of Hawaii. The stated requirements appearing elsewhere in this RFP shall become part of the terms and conditions of the Contract as though incorporated into the Contract at length.

By submission of a proposal, interested Offerors warrant and represent that they have read and are familiar with the contractual and service requirements set forth in the RFP and its attachments, the provisions of which are expressly incorporated into this RFP by reference as though fully set forth at length herein.

All proposals shall become the property of the HPHA. The Successful Offeror's proposal will be incorporated in the resulting Contract by reference.

2. **Subcontracting**

No work or services shall be subcontracted or assigned without the prior written approval of the HPHA. No subcontract shall under any circumstances relieve the Successful Offeror of his/her obligations and liability under contract with the HPHA. All persons engaged in performing the work covered by the Contract shall be considered employees of the Successful Offeror.

3. **Contract Modification**

The Contract may be modified only by a written document signed by the HPHA and personnel authorized to sign contracts on behalf of the Successful Offeror, as designated in the corporate resolution.

4. Additional Services and Fees

For work not described in the Contract, the Successful Offeror and the HPHA shall negotiate for additional needed services and fees which may arise during the course of the Contract. Any agreement shall be in writing, executed by all parties, and shall be attached to the Contract as an amendment to expire at the same time as the original Contract.

5. Laws, Rules, Ordinances and Regulations

Reference to federal, state, city and county laws, ordinances, rules and regulations and standard specifications shall include any amendments thereto effective as of the date of the RFP.

6. Bonds

No performance or payment bond is required.

C. Single or multiple contracts to be awarded

☒ Single ☐ Multiple ☐ Single & Multiple

D. Single or multi-term contracts to be awarded

☐ Single term (≤ 2 yrs) ☒ Multi-term (> 2 yrs.)

Initial term of contract: Twenty-four (24) Months
November 1, 2011 – October 31, 2013

Length of each extension: Up to twelve months, (may be less than twelve months when it is in the best interests of the State)

Maximum length of contract: Forty eight (48) months

The initial period shall commence on the Contract start date. The following conditions must be met for an extension:

- Contractor experienced cost savings and has unexpended funds available that can be used to provide additional goods and services; or
- The HPHA determines there is an ongoing need for the services and has funds to extend services not to exceed twelve months. Contract extensions shall be awarded as agreed upon in the primary contract. Exceptions shall be granted upon satisfactory justification such as increase in cost of services or cost of living increase; and

- A Supplemental Contract must be executed prior to expiration of the Primary Contract; and
- The HPHA may be required to obtain HUD approval in writing of the extension prior to execution of a Supplemental Contract; and
- The Contractor must obtain the HPHA approval in writing and a notice to proceed with the extension.

The option to extend the Contract will be at the sole discretion of the HPHA. The contract shall be extended at the same rates as proposed in the original proposal unless price adjustments are provided herein. Submission of a proposal constitutes acknowledgement of the interested Offeror that the interested Offeror is able and willing to contract for services up to the maximum allowable length of the Contract. If the Successful Offeror is unwilling or unable to fulfill the maximum allowable Contract, the HPHA reserves the right to assign the costs of reprocurement to any payments owed under the Contract.

The Successful Offeror shall provide the requested insurance information and a completed wage certificate. The Successful Offeror shall pay the State of Hawaii general excise tax and all other applicable taxes.

E. Contract price adjustments

Each proposal offered herein shall be firm for the Contract period.

III. CONTRACT MONITORING & REMEDIES

A. Monitoring

1. The satisfactory provision of goods and services shall be monitored by the Contract Administrator. Performance will be monitored on an ongoing basis by the HPHA through desk monitoring, and/or other methods by the Contract Administrator and his/her designated representative(s).
2. Should the Successful Offeror fail to comply with the requirements of the Contract, the HPHA may request a written corrective action plan that shall include the corrective actions to be taken, a timeline for implementation, and the responsible parties. The HPHA will monitor the Successful Offeror for implementation of the corrective action plan. The HPHA reserves the right to request regular or additional reports on progress towards compliance with the Contract and the corrective action plan.
3. Should the Successful Offeror continue to fail to comply with the requirements of the Contract, the HPHA reserves the right to engage the services of another company to perform the services, to remedy the defect or failure and to deduct such costs from monies due to the Successful Offeror or to assess the Successful Offeror directly.

4. In the event the Successful Offeror fails, refuses, or neglects to perform the services in accordance with the requirements of this RFP, and the Contract which is attached, the HPHA reserves the right to purchase in the open market, a corresponding quantity of services, and to deduct from the Successful Offeror this cost and from any moneys due or that may thereafter become due the Successful Offeror (the cost to the HPHA of procuring such services). In case money due to the Successful Offeror is insufficient for this purpose, the Successful Offeror shall pay the difference upon demand by the HPHA. The HPHA may also utilize all other remedies provided under the Contract and by law and rules.
5. In the event the Successful Offeror is not performing the required services as contracted, the HPHA reserves the right to extend the Contract for intervals of less than twelve months. During this time, the HPHA will monitor the Successful Offeror's performance and/or improvement and the implementation of its corrective action plan to determine whether the HPHA will continue to Contract with the Successful Offeror.

B. Termination

The HPHA reserves the right to terminate any agreement without penalty for cause or convenience as provided in the general conditions.

IV. SCOPE OF WORK

A. Administrative Requirements

The Successful Offeror shall furnish the following, without limitation:

- a. Review all HUD submission documents in comparison with the HUD checklist for energy performance contracts. See Attachment 1.
- b. Participate in meetings and contract negotiations;
- c. Collaborate with the HPHA's board of directors, staff, and designated State deputy attorney general; and
- d. Review and assist in the preparation of the ESA and related documents, as needed.

B. Professional Services

The Successful Offeror shall provide the following services, without limitation:

Task 1 - Comprehensive Energy Audit – Review

The Successful Offeror will review and evaluate the energy audit and advise the HPHA. The following issues are to be evaluated, without limitation:

1. Review audit for technical merit and accuracy.
2. Proposed energy conservation measures. Ensure that the audit addresses energy related “cost avoidance” measures which may not have a savings to investment ratio of one or greater. Cost avoidance measures may be included in the EPC contract provided HUD financial criteria as defined in 24 CFR 990 are satisfied.
3. Calculation of energy savings and paybacks.
4. Estimated construction costs.
5. Estimated operation and maintenance savings.

Task 2 – Energy Services Agreement (ESA)

During the development and negotiation of the ESA, the Successful Offeror will act as the owner’s representative. Tasks may include, without limitation:

1. Provide technical review of the proposed scope of work of the ESA including a detailed review of the HUD Cost Summary Worksheet.
2. Review utility baseline data sheets including accuracy to form HUD-52722 form submissions and all adjustments.
3. Review proposed measurement and verification methodology and risk to HPHA.
4. Review proposed cash flows for all HUD incentives including risk to HPHA due to rate escalation, HUD pro-ration of funds and inflation.
5. Review all costs, both direct and indirect, for cost reasonableness in accordance with Federal Cost Principles. Insure that the HPHA is receiving the maximum benefit for the ESA and that the ESCo is not receiving an unreasonable profit.
6. Review proposed financing structure of the proposed energy conservation measures.
7. Review the methodology for yearly adjustments for heating degree-days and occupancy.
8. Review all calculations related to resident paid utilities including utility allowances and excluded rent calculations.
9. Act as the owner’s representative in negotiating all issues with the ESCo.
10. Identify any need for HUD waivers associated with the project and assist in obtaining such waivers.
11. Assist in obtaining HUD approval of the ESA and the fuel consumption baseline to be cited in the ESA.
12. Review life cycle of all ECMs, determine costs for replacements, and make recommendations on responsible parties for proposed replacements.
13. Review and analyze operating and utility costs and establish budget assumptions for the AMPs future operating budgets.

Task 3 – Construction / Commissioning

The Successful Offeror will assist the HPHA in construction and commissioning. The following points are to be addressed, without limitation:

1. Ensure that adequate construction management services are provided for the construction contracts.
2. Review change orders to ensure compliance with HUD procurement requirements and cost reasonableness.
3. Participate in the pre-final inspection.
4. Review the ESCo's commissioning report for content and accuracy, as applicable.

Task 4 – 1st Year Measurement & Verification (M&V) Process

The Successful Offeror will assist the HPHA in verifying the first year energy savings. The following points are to be addressed, without limitation:

1. Develop an M & V operational procedure for the HPHA to ensure that the HPHA can accurately identify energy savings from the ESCo's reports. The procedure should include a checklist that the HPHA can utilize in subsequent years to minimize their risk and thus ensure that energy savings are actually realized.
2. Assist the HPHA in their implementation of the above procedure for the 1st year review.

Task 5– Resident Paid Utilities – Utility Allowances

The Successful Offeror will assist the HPHA in resident paid utility issues. The following issues are to be evaluated:

1. Verify that the existing utility allowances are correct.
2. Develop a written procedure that defines how yearly utility allowances will be reviewed in accordance with vol 24 CFR part 965 requirements.
3. Assist the HPHA in following the written procedure to develop new / post improvement utility allowances.
4. Assist the HPHA in calculating the amount of money to be excluded from its calculation of rental income. This amount is the difference between the baseline allowances and the revised allowances of the projects involved.

B. Administrative Requirements & Qualifications (Minimum Requirements)

1. Administrative Policies

The Successful Offeror shall comply with requirements of the Department of Housing and Urban Development, pursuant to its regulations issued under Title VI of the Civil Rights Act of 1964; said regulations being set forth in 24 CFR, Subtitle A, Part I.I et seq.

2. Payment

- a. Section 103-10, HRS provides that the HPHA shall have 30 calendar days

after receipt of invoice or satisfactory delivery of goods or performance of the services to make payment. For this reason, the HPHA will reject any proposal submitted with a condition requiring payment within a shorter period. Further, the HPHA will reject any proposal submitted with a condition requiring interest payments greater than that allowed by Section 103-10, HRS, as amended.

- b. The HPHA shall reimburse the Successful Offeror for all salaries, wages, taxes and other related administrative expenses for furnishing professional services.
- c. The Successful Offeror shall submit one (1) services rendered to:

Hawaii Public Housing Authority
Construction Management Branch
P.O. Box 17907
Honolulu, Hawaii 96817

The date of the invoice shall be the date of receipt of the invoice by the HPHA.

All invoices shall reference the Contract number assigned to the Contract. Payment shall be in accordance with Section 103-10, HRS, upon certification by the Contract Administrator that the Successful Offeror has submitted the receipts for the goods and services specified.

The Successful Offeror shall submit monthly invoices for payment, listing dates of services rendered for the previous month with an itemized breakdown of expense. The Successful Offeror shall clearly indicate any adjustments made to the billing statement for work not performed.

- d. The HPHA shall retain five percent (5%) of the total Contract amount from each monthly billing as the withholding until final settlement of the Contract. Requests for payments shall detail the gross amount requested, the withholding amount and the net amount requested.
- e. For final payment, the Successful Offeror must submit a valid original tax clearance certificate "Certification of Compliance for Final Payment" (SPO Form-22). The Successful Offeror is required to submit a tax clearance certificate for final payment on the contract. A tax clearance certificate, not over two (2) months old, with an original green certified copy stamp, must accompany the invoice for final payment on the contract. A valid HCE Certificate of Vendor Compliance, in lieu of the tax clearance, is acceptable.

(END OF SECTION)

Section 3

Proposal Forms and Instructions

Section 3

Proposal Forms and Instructions

I. General Instructions for Completing Forms

When an interested Offeror submits a proposal, it shall be considered a complete plan for accomplishing the tasks identified in this RFP. The interested Offeror's proposal must demonstrate an understanding of and the ability to meet and perform all contractual requirements listed in this RFP.

The submission of a proposal shall constitute an indisputable representation by the interested Offeror of compliance with every requirement of the RFP, and that the RFP documents are sufficient in scope and detail to indicate and convey a reasonable understanding of all terms and conditions of performance of the work to interested Offeror.

An interested Offeror shall submit one (1) original proposal which should be clearly marked "ORIGINAL" and four (4) copies of the original, clearly marked "COPY." It is imperative to note that the interested Offeror submit only one original and the required number of copies. The outer envelope or packaging of the proposals shall be sealed and clearly marked with the RFP number and title, along with the interested Offeror's name, address, telephone and fax numbers.

Any and all corrections to a proposal shall be initialed in ink by the person signing the proposal for the interested Offeror. Any illegible or otherwise unrecognizable corrections or initials may cause rejection of the proposal.

Before submitting a proposal, each interested Offeror must:

- A. Examine the solicitation documents thoroughly. Solicitation documents include this RFP, any attachments, plans referred to herein, and any other relevant documentation.
- B. Become familiar with State, local, and federal laws, ordinances, rules and regulations that may in any manner affect cost, progress, or performance of the work.

Proposals shall be submitted to the HPHA in the prescribed format outlined in this RFP. A written response is required for each item unless indicated otherwise.

No supplemental literature, brochures or other unsolicited information should be included in the proposal packet.

II. Proposal Forms

- A. The proposal forms must be completed and submitted to the HPHA by the

required due date and time, and in the form prescribed by the HPHA. Electronic mail and facsimile transmissions shall not be accepted. Proposals submitted on compact disk or in electronic format shall not be accepted.

- B. Interested Offeror shall submit its proposal under the interested Offeror's exact legal name that is registered with the Department of Commerce and Consumer Affairs and shall indicate this exact legal name. Failure to do so may delay proper execution of the contract or cause the interested offeror to be deemed non-responsible.
- C. Interested Offeror's authorized signature shall be an original signature in black ink. If the proposal is unsigned or the affixed signature is a facsimile or a photocopy, the proposal shall be automatically rejected. If the proposal is not signed by an authorized representative as submitted on the corporate resolution, the proposal shall be automatically rejected.
- D. A proposal security deposit is **not** required for this RFP.
- E. A Transmittal Letter shall be attached to the proposal. See Attachment 9. The Transmittal Letter shall be in the form of a standard business letter on official business letterhead and signed by an authorized representative. The Transmittal Letter must include:
 - 1. A statement indicating that the interested Offeror is a corporation or other legal entity and the address and taxpayer identification number of the legal entity.
 - 2. A statement that the interested Offeror is or will be registered to do business in Hawaii and will obtain a State General Excise Tax License by the start of the work.
 - 3. A statement acknowledging and identifying that all addenda to this RFP issued by the HPHA have been received by the interested Offeror. If no addenda have been received, a statement to that effect should be included.
- F. The numerical outline for the application, the titles/subtitles, and the interested Offeror organization and RFP identification information on the top right hand corner of each page should be included.
- G. Page numbering of the Proposal Application should be consecutive, beginning with page one (1) and continuing through the complete proposal.
- H. Proposals must be submitted bound, such as in a three (3) ring binder. Tabbing of sections is required.

III. The Proposal Application comprises the following sections:

- . *Title Page*
- . *Table of Contents*
- . *Background*
- . *Experience and Capability*
- . *Personnel: Project Organization and Staffing*
- . *Service Delivery*
- . *Financial*
- . *Other*

A. Background

The interested Offeror shall include general information as follows:

1. Description of the firm and/or structure.
2. Background on the firm and its principals.

B. Experience and Capability

1. Necessary Skills and Experience

The interested Offeror shall demonstrate that it has the necessary skills, abilities, knowledge of, and experience relating to the delivery of the proposed services. The interested Offeror shall also provide a listing of verifiable experience with projects or contracts for Public Housing Authorities within the last five (5) years. Identify the name of the Public Housing Authority, the nature and duration of the engagements, and primary accomplishments.

2. Quality Assurance and Evaluation

The interested Offeror shall describe its quality assurance and evaluation plans for the proposed services, including methodology.

3. Professional References

The interested Offeror shall provide a list of professional references for the last five (5) years, including contact information.

C. Personnel: Project Organization and Staffing

1. Proposed Staffing

The interested Offeror shall describe the staff necessary and specific time available to ensure the performance of work in an accurate and timely manner. Staff titles, qualifications and level of effort are to be included in the response.

2. Qualifications

The interested Offeror shall provide the minimum qualifications including experience for staff assigned to the project. Describe the knowledge and experience of your proposed project director and/or staff, including the day-to-day management. Attach resumes and relevant professional background/experience of each staff position.

D. Service Delivery

The Service Delivery section shall include a detailed discussion of the following:

1. The interested Offeror's approach to applicable service activities and management requirements from Section 2, Item IV. Scope of Work, including study goals and objectives, work plan of all service activities and tasks to be completed, and related work assignments.
2. How the interested Offeror's approach is the most advantageous in terms of meeting Contract goals and objectives, cost effectiveness, and reliability.

E. Financial

Interested Offerors shall provide the estimate of contract cost for the contract period including a separate price proposal for the 24-month option period. The 24-month option period price proposal should be broken down into two (2) 12-month proposals/budgets. Include a description of the basis for the cost of performing the requested work, including professional fees by labor category, other direct costs chargeable to the Contract and general administration, overhead and profit.

Reimbursement for Related Expenses

The cost reimbursement pricing structure reflects a not to exceed purchase arrangement in which the HPHA pays the contractor for budgeted costs that are actually incurred in delivering the services specified in the contract, up to a stated maximum obligation. Cost reimbursement shall apply, but not be limited to, travel, ground transportation, overnight accommodations, document reproduction, delivery, and postage. The Successful Offeror shall be required to submit invoices detailing the amount(s) to be reimbursed.

IV. General Conditions, State AG-008 Rev 4/15/2009

The General Conditions, State AG-008 Rev 4/15/2009, is provided for the interested Offeror's information and reference. See Attachment 11.

V. General Conditions for Non-Construction Contracts, form 5370-C

The General Conditions for Non-Construction Contracts, form HUD 5370-C, is provided for the interested Offeror's information and reference. See Attachment 12.

VI. HUD Forms

A. Instructions to Offerors, Non-Construction, form HUD 5369-B

The Instructions to Offerors, Non-Construction, form HUD 5369-B, is provided for the interested Offeror's information and reference. Form HUD 5369-B is included in this RFP and can also be found at www.hudclips.org. See Attachment 13.

B. Certifications and Representations of Offerors, form HUD 5369-C

The Certifications and Representations of Offerors, form HUD 5369-C, must be completed and submitted to the HPHA with the proposal form by the required due date and time, and in the form prescribed by the HPHA. The certification must be signed and dated by an authorized representative. Form HUD 5369-C is included in this RFP and can also be found at www.hudclips.org. See Attachment 14.

(END OF SECTION)

Section 4

Proposal Evaluation & Award

Section 4

Proposal Evaluation & Award

I. Evaluation Criteria

A committee approved by the Executive Director will evaluate proposals. The evaluation will be based solely on the evaluation criteria set out in this RFP. The evaluation committee's primary responsibility shall be to review the technical aspects of the proposals submitted. The financial review will be conducted by the evaluation committee's chairperson. The review criteria will be as follows:

<u>Evaluation Categories</u>	<u>Possible Points</u>
Mandatory Requirements	
<i>Proposal Application</i>	100 Points
Background and Qualifications The degree to which the Offeror clearly and concisely describes their firm's background and demonstrates an understanding of the requested services and the expertise to perform proposed services and experience with similar projects.	40 points
Service Delivery The degree to which the Offeror's proposed approach to the scope of work will meet the needs of the HPHA; consideration will be given to proposals that demonstrate the Offeror's capacity to maximize the net economic benefit to the HPHA over the term of the ESA.	35 points
Financial The degree to which the Offeror demonstrates that it will provide the requested services in an economical and reasonable manner.	15 points
Price Proposal The Offeror proposing the lowest fee will be assigned the maximum points.	10 points
TOTAL POSSIBLE POINTS	100 Points

Proposals shall be classified initially as acceptable, potentially acceptable, or unacceptable. Discussion may be conducted with priority listed Successful Offerors who submit proposals determined to be acceptable or potentially acceptable of being selected for award, but proposals may be accepted without discussions. The objective of these discussions is to clarify issues regarding the Successful Offeror's proposal before the best and final offer, if necessary.

If numerous acceptable and potentially acceptable proposals are submitted, the evaluation committee may rank the proposals and limit the priority list to three (3) responsive, responsible Offerors who submitted the highest-ranked proposals.

II. Mandatory Requirements

The HPHA will conduct an initial review to ensure that all proposals meet the minimum threshold requirements. Proposals will be reviewed to ensure submittal of all required attachments, certifications, forms, and narrative sections.

Statements which indicate that mandatory certifications will be submitted upon contract award may be unacceptable.

III. Price Proposal Review

The price proposal review will be evaluated for financial and contractual acceptability, and for reasonableness of the price proposal. The proposal with the lowest cost factor shall receive the highest available rating allocated to price. Each proposal that has a higher price factor than the lowest must have a lower rating for price.

The points allocated higher to higher priced proposals must be equal to the lowest proposal price multiplied by the maximum points available for price, divided by the higher proposal price as follows:

$$\frac{\text{Price of the lowest price proposal} \times 10}{\text{Price of the proposal being rated}}$$

IV. Technical Review

The Successful Offeror's proposal shall be in the form prescribed by this solicitation and shall contain a response to each of the areas identified that affects the evaluation factors for award.

- A. The technical proposal will be evaluated to determine if the Successful Offeror possesses the capability to successfully perform the requirements of the solicitation. The technical criteria are shown below:
 - Experience and Capability;
 - Personnel and Staffing; and
 - Service Delivery.
- B. Proposals will be evaluated for technical and contractual acceptability. Proposals shall be prepared in accordance with the instructions given in the RFP and shall meet all requirements set forth in this RFP.
- C. All proposals will be reviewed for reasonableness. Those offers that are not within the competitive range will be notified that their proposals are unacceptable,

negotiations/discussions with them are not contemplated, and any revisions of their proposals will not be considered.

- D. Award will be made to the responsible Offeror whose proposal, conforming to the solicitation, will be most advantageous to the HPHA, considering price and other factors indicated below.

Pursuant to section 3-122-59 HAR , if for a given request for proposals, there is only one responsible Offeror submitting an acceptable proposal, an award may be made to the single Offeror, rejected and new requests for proposals solicited or cancelled.

- E. The HPHA reserves the right to award a Contract on the basis of the initial offers received without discussion. Offers are solicited on an “all or none” basis. Failure to submit offers for all items and quantities listed shall be cause for rejection. Proposals should be submitted initially on the most favorable terms of a price and technical standpoint, which the interested Offeror can submit to the HPHA.
- F. All proposals submitted will be evaluated on the basis of the evaluation criteria listed herein. Proposals shall conform to all terms and conditions contained in the Request for Proposals. Proposals which do not conform to all requirements expressed in this solicitation may be rejected without further evaluation, deliberation or discussion.

(END OF SECTION)

Section 5

Attachments

1. Energy Performance Contract - HUD Checklist
2. List of HPHA's Public Housing Sites
3. Energy Audit
4. Wage Certificate for Service Contracts
5. Sample Contract for Goods or Services Based Upon Competitive Sealed Proposals
6. Sample Contract – Attachment S1, Scope of Services
7. Sample Contract – Attachment S2, Compensation and Payment Schedule
8. Sample Contract – Attachment S3, Time of Performance
9. Sample Contract – Attachment S4, Certificate of Exemption from Civil Service
10. Sample Contract – Attachment S5, Special Conditions
11. General Conditions, State AG-008 Rev 4/15/2009
12. General Conditions for Non-Construction Contracts, Form HUD 5370-C
13. Instructions to Offerors Non-Construction, Form HUD 5369-B
14. Certifications and Representations of Offerors, Form HUD 5369-C